DOCUMENT RESUME

ED 220 167 JC 820 426

AUTHOR Langan, Alfred "Bud"; And Others
TITLE Collective Bargaining and the Community College: A Process Model for Management Teams.
INSTITUTION JPL Associates, Spokane, WA.
PUB DATE 82
NOTE 80p.
AVAILABLE FROM JPL Associates, North 2104 Dale, Spokane, WA 99206 ($4.95, quantity price, $4.50).

EDRS PRICE MF01/PC04 Plus Postage.
DESCRIPTORS Administrator Role; *Collective Bargaining; *College Faculty; College Planning; *Community Colleges; Contracts; *Faculty College Relationship; Grievance Procedures; Models; *Negotiation Agreements; Statewide Planning; *Strikes; Teacher Administrator Relationship; Two Year Colleges
IDENTIFIERS *Washington

ABSTRACT

The model presented in this monograph was designed to aid state and district school systems and college administrators in dealing with the challenge of faculty collective bargaining in Washington community colleges. First, Chapter 1 provides a historical analysis of the laws and statutes relating to negotiations in the state's community colleges. Chapter 2 presents an inventory of the contents and range of language in current negotiated agreements in Washington colleges. This chapter covers the bargaining status of the colleges, organizational affiliation of faculty, contract length, re-opener clauses, bargaining unit membership, school calendar, length of work day, teaching load, academic freedom provisions, dues deduction, grievance procedures, no-strike and management rights clauses, and the effects of the agreement. Chapter 3 describes the Contract Item Analysis (CIA), which can be used in the collective bargaining process to analyze the current contract, analyze teacher proposals, develop alternative language for management, develop counter proposals, and react to union language during negotiations. Several examples of the application of the CIA are provided. Chapter 4 delineates a process model for management to follow in negotiations and specifies the different stages and levels of its implementation. Chapter 5 makes recommendations for strike planning if negotiation fails. A glossary of collective bargaining terms is appended. (HB)

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COLLECTIVE BARGAINING AND THE COMMUNITY COLLEGE: A PROCESS MODEL FOR MANAGEMENT TEAMS

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SPOKANE, WASHINGTON

1982

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Labor relations and negotiations are of vital concern to most educational administrators. During the 1979-80 academic year, there were 242 faculty strikes in American colleges and universities.[1] Most of those strikes took place in the community colleges, the most highly unionized segment of higher education. Despite these strikes, many college administrators have not recognized the gravity of the problems posed by the labor relations and negotiations processes. These administrators have not yet adjusted to the new reality of collective bargaining, nor have they accepted the need for training in labor relations.

Due to the complexity of the Washington State Community College System and the dynamic of rapid change which characterizes the colleges within the System, it is essential that a broad base of educational managers be trained for and involved in the negotiations process. In the past a common practice has been for board members or presidents of the colleges to negotiate or to assign one or two administrators to represent the District in negotiations with the faculty. This practice has resulted in many problems which arise after the negotiated contract has been ratified and changes cannot be made. These problems occur because those who negotiated the contract may not have been aware of the operational impact of certain contract items or the possible interpretations of contract language and because information concerning interpretation and implementation of the contract may not have been widely disseminated among the entire administrative staff.

This study consists of the following: a brief overview of the history of the laws and statutes relating to negotiations in the community colleges of Washington; an inventory of the contents of and the range of language in the current negotiated agreements in the community colleges of Washington; a proposal for administrative participation in labor relations through a

team management bargaining model; and recommendations for development of strike plans should the bargaining process fail to resolve contractual concerns.

The Model proposed in this study provides for a broad range of administrative involvement in labor relations and negotiations. This involvement entails formal and informal input from administrators as well as full participation of the District negotiating team. In the implementation of this Model, the first-line administrator will play a major role in shaping the administrative proposals and subsequent counter-proposals; in addition, these first-line administrators will receive intensive in-service training in administering the resulting contract. We believe that most elements of this model are readily transferable to other state community college systems.

We firmly believe that the activities and procedures prescribed by this Model will assist the State System, College Districts, and individual administrators in meeting the challenges of today's needs for an effective and productive approach to negotiations and labor relations.

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ACKNOWLEDGEMENTS

The authors wish to acknowledge Ned B. Lovell, Associate Professor of Educational Administration, et. al., at Illinois State University for providing the initial model used in this study. A Collective Bargaining Contract Analyzer for Community Colleges was authored by Lovell, et. al., and published in cooperation with the Illinois Community College Trustees Association, Springfield, Illinois, and the Office of the President and the Center for the Study of Educational Finance, Illinois State University, Normal, Illinois. Their February, 1982, publication is available from the Center for the Study of Educational Finance.

The focus of the Illinois Monograph and the Washington State Publication was also based upon an article by Piland, Lovell, and Janes, "Team Management Bargaining Model" which appeared in the September, 1981, Community and Junior College Journal.

The authors also acknowledge the efforts of Janes Black, Assistant Professor of Recreation and Leisure Services, Eastern Washington University, for his thorough review of the contract language. In addition, special appreciation is extended to the several administrative officers too numerous to list who reviewed the data analysis for their respective schools and provided several valuable suggestions for improvement.

Lastly, the authors acknowledge the clerical support provided by Nancy Safford, Supervisor of Clerical Services at Gonzaga University, and her team of Pat Bryant and Jeannie Coffey.

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CHAPTER 1
HISTORICAL ANALYSIS OF LAWS AND STATUTES

Community College Act of 1967

Chapter 28B.50 of the Revised Code of Washington (RCW), commonly known as the Community College Act of 1967, provided for the creation of "a new independent system of community colleges" (RCW 28B.50.020). The primary effect of the Act was to separate the existing two-year colleges from the public school districts with which they had been associated and to establish a statewide system of community colleges under the direction of the State Board for Community College Education (SBCCE). The Act enumerated the original twenty-two community college districts and described the geographical boundaries of each district (RCW 28B.50.040).

With the notable exception of statutes relating to tenure, the Community College Act of 1967 provides little guidance in the area of faculty governance or labor relations. The Act requires the appointing authority of each district to "provide each faculty member, immediately upon employment, with a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto" (RCW 28B.50.855). The act also directs the board of trustees of the various community college districts to "create, no later than January 1, 1970, at each community college or vocational-technical institute under their control a faculty senate or similar organization to be selected by periodic vote of the respective faculty thereof" (RCW 28B.50.145).

Chapter 143, Laws of 1965

The Act does not contain provisions for achieving the written agreement required in RCW 28B.50.855, nor does the Act delineate the function, purpose, or responsibilities of the faculty organization required in RCW 28B.50.145. The basis for these requirements is found in the STATE OF WASHINGTON, CHAPTER

143, LAWS of 1965. Section 1 of Chapter 143 states:

> It is the purpose of this act to strengthen methods of administering employer-employee relations through the establishment of orderly methods of communication between certificated employees and the school districts by which they are employed.

The application of this Chapter to the community colleges is explicitly stated in Section 4 of Chapter 143:

> If in any school district there is a separate employee organization of certificated employees of a community college which organization shall, by secret ballot, have won a majority in an election to represent the certificated employees of the community college, as determined by a secret election, the representatives of the separate aggregation shall have the right, after using established administrative channels, to meet, confer, and negotiate with the board of directors of the school district or a committee thereof to communicate the considered professional judgment of the certificated staff prior to the final adoption by the board of proposed school policies related to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules, and non-instructional duties.

RCW 28B.52

The above provisions of Chapter 143 remained in effect for the community colleges until the adoption of RCW 28B.52 in 1971. The intent of RCW 28B.52 differs little from the intent of Chapter 143. The Declaration of Purpose (RCW 28B.52.010) varies from Section 1 of Chapter 143 only in the terms used to identify the parties to negotiations. Where Chapter 143 spoke of "certificated" employees and "school" districts, RCW 28B.52 uses the terms "academic" employees and "community college" districts. Otherwise, the wording of these sections is identical.

The relationship of Chapter 143, Section 4, to the intent and content of RCW 28B.52.030 is also unmistakable:

> RCW 28B.52.030 Negotiations by representatives of employee organization-Authorized-Subject matter. Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right, after

using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s) to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and non-instructional duties.

The obvious differences between Chapter 143, Section 4, and RCW 28B.52.030 are found in the use of the terms "academic" employees and "board of trustees." One significant difference, however, must be noted. While Chapter 143, Section 4, stipulates that the "board of directors of the school district or a committee thereof" will meet with the employee organization representatives, RCW 28B.52.030 provides for the possible use of "delegated representative(s)" to meet with the employee organization representatives. The community college board of trustees is not required to conduct the negotiations but may, in fact, appoint or employ a representative. The implications and significance of this option will be discussed in the consideration of the administrative team bargaining model portion of this study.

The role of the State Board (SBCCE) in the negotiations process was limited to fact-finding and mediation. This function was vested in the position of the Director of the State Board by RCW 28B.52.060. The procedures for fact-finding and mediation by the Director were established in 1973 within Chapter 131-34 of the Washington Administrative Code (WAC). The growing complexity of collective bargaining within the community college system and the increased demands for specialists in labor relations led to the transfer of the fact-finding and mediation functions to the Public Employees Relations Commission by an amendment to RCW 28B.52.060 in 1975. This transfer was made possible by the adoption of RCW 41.59, The Educational Employment Relations Act. In addition to the fact-finding and mediation activities previously accorded the Director of the

SBCCE, RCW 41.59 authorized the Commission to exercise binding arbitration where allowed by local negotiated agreements (RCW 41.59.130). This act also enumerates unfair labor practices in the arena of educational collective bargaining (RCW 41.59.140).

It is interesting to note that the procedures outlined in WAC 131-34 were not repealed until 1979, four years after the transfer of the fact-finding and mediation functions from the Director of the SBCCE to the commission.

Clarification of the Statutes

Within the community college system, considerable discussion and debate has been engendered by questions about the meaning and intent of the phrase "to meet, confer, and negotiate." This phrase appears in the previously cited Section 4 of Chapter 43, Laws of 1965, as well as in RCW 28B.52.030 cited above.

A number of legislative efforts to clarify this matter have been undertaken. In 1973, the legislature added the following section to RCW 28B.52:

> RCW 28B.52.200 Chapter's scope limited. Nothing in chapter 28B.52 RCW as now or hereafter amended shall compel either party to agree to a proposal or to make a concession, nor shall any provision in chapter 28B.52 RCW as now or hereafter amended be construed as limiting or precluding the exercise by each community college board of trustees of any powers or duties authorized or provided to it by law unless such exercise is contrary to the terms and conditions of any lawful negotiated agreement.

In 1975, further legislative effort to clarify the intent of the language relating to the required or expected results of negotiations or collective bargaining appeared in RCW 41.59.020(2):

> The term "collective bargaining" or "bargaining" means the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to

> reach agreement with respect to the wages, hours, and terms and conditions of employment: Provided, that prior law, practice or interpretation shall be neither restrictive, expansive, nor determinative with respect to the scope of bargaining. A written contract incorporating any agreements reached shall be executed if requested by either party. The obligation to bargain does not compel either party to agree to a proposal or to make a concession. In the event of a dispute between an employer and an exclusive bargaining representative over the matters that are terms and conditions of employment, the commission shall decide which item(s) are mandatory subjects for bargaining and which item(s) are nonmandatory.

As in most instances where the meaning and intent of statutes is unclear, the final responsibility for determination rests with the courts. In this particular instance, the clarification came in the ruling by the Supreme Court of Washington as a result of a suit filed by the Columbia Basin College Association of Higher Education. The suit was filed against the Columbia Basin College Board of Trustees to require the Board of Trustees to negotiate the terms of the contract for the 1974-75 and 1975-76 school years and also to restrain the Board of Trustees from adopting a salary schedule until negotiations had been completed. A judge of the Franklin County Superior Court dismissed the suit, and the Association appealed that decision to the Supreme Court of Washington. In December 1976, Associate Justice Wright, with the eight other justices concurring, reversed the Franklin County Superior Court decision. The reversal was based on the fact that since the board had determined "it was desirous of discussing a new master plan, it could not begin discussion and then suddenly declare any and all suggestions scheduled for discussion to be unacceptable" (557 P 2d 856).

The critical determination in this case as it relates to the meaning of "meet, confer, and negotiate" appears in Justice Wright's discussion of statutory intent:

> In determining the rights, privileges and obligations of community college employees to influence policy formation at these institutions, it is helpful to recall that RCW 28B.52 unlike RCW 41.56 is not a collective bargaining act. The board of trustees of these institutions is under no statutory obligation to reach an accord on uncompromised proposal.
>
> . . .
>
> The intent of RCW 28B.52 is primarily to require that both trustees and employees be receptive to ideas and that communication between the two groups remain open (557 P 2d 855).

The comparison of RCW 28B.52 to RCW 41.56 is significant and provides insight into the differences between a "meet and confer" law and a collective bargaining law. While RCW 28B.52.030 provides employee representatives the right to meet with the board of trustees or its representatives to "communicate the considered professional judgment of the academic staff," it does not require that an agreement be reached. On the other hand, RCW 41.56.030(4) defines the collective bargaining process as follows:

> "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

The statutory requirement "to confer and negotiate in good faith and to execute a written agreement" is certainly more explicit in intent and meaning than the provisions of RCW 28B.52.

In September, 1977, the Supreme Court of Washington reheard the Columbia Basin College case. Justice Wright upheld the 1976 decision and, in reviewing the intent of RCW 28B.52.010 and RCW 28B.52.030, determined:

> A reading of the two statutes makes it plain that it is the duty

> of the board of college trustees to meet, confer and negotiate with the representatives of the academic staff upon proper subjects when the same have been proposed for negotiations by either party (568 P 2d Series 796).

Justice Wright in this determination, stopped short of requiring the execution of a written agreement.

A Further Consideration

The increased complexity of negotiations and labor relations in the community college system in Washington is evident. This increased complexity is matched by the increased sophistication and bargaining skills of the academic employee representatives. To bargain effectively and productively, the negotiator(s) who represents the community college board of trustees must be aware of and possess a full understanding of applicable laws and regulations. In addition, the board's negotiator(s) must have experience and skill at the bargaining table.

In this era of dwindling financial resources and increasing public demand for accountability, the role of the board's negotiator(s) is more critical than ever; the issues and demands raised by the employee representatives are more forcefully and skillfully presented than ever.

As a result of these pressures, many of the community colleges in Washington have begun to utilize the services of professional negotiators to represent the boards of trustees in bargaining with the faculty associations or unions. This use of professional negotiators underscores the significance of the phrase "meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s)" (emphasis added) which appears in RCW 288.52.030. It is an exceptional board member or administrator who possesses the time, the knowledge of the law, and the requisite skills at the bargaining table to achieve an effective negotiated agreement. The utilization of the professional negotiator(s), through the

authorization to do so contained in RCW 28B.52.030, has been the response of most district boards of trustees to the increasingly critical nature of negotiations with employee representatives.

The advantages of retaining a professional negotiator are readily obvious. The disadvantages of this approach to negotiations stem from the fact that the professional negotiator is several steps removed from the first-line supervisor, the division chair, who is charged with administering the agreement following the completion of the negotiations process. The more accessible the negotiator is to the first-line supervisor, the more satisfactory the agreement from the operational point of view. The experience of the division chair and other administrators in managing the current agreement should serve as the basis for proposed revisions to the agreement. A process which provides for communication between all administrators and the negotiator(s) is needed.

The proposed management bargaining model which follows will provide the two-way access and communications between administrators and the negotiator(s) for the district. This model calls for the involvement of all levels of administration in all phases of the negotiations process. In addition, the model addresses the need for extensive in-service training for administrators in the areas of contract interpretation and management. This model represents a problem-solving approach to the difficulties and the demands of today's labor relations.

CHAPTER II
Content Analysis of Current Contracts for Community Colleges in Washington

The Washington community college system is composed of twenty-three districts as created by Chapter 28B.50.040 of the Revised Code of Washington (RCW). Twenty-seven schools operate within the districts as four districts operate multi-campus sites. Community colleges are legally referred to by numbers as set forth in the RCW. However, generic names have developed through general usage for all sites. Table I displays the districts by both their legal designation and generic school site names.

TABLE 1

WASHINGTON COMMUNITY COLLEGE DISTRICTS*

DISTRICT NUMBER	COLLEGES WITHIN DISTRICT	NUMBER OF COLLEGES
1	PENINSULA COMMUNITY COLLEGE	1
2	GRAY'S HARBOR COMMUNITY COLLEGE	1
3	OLYMPIC COMMUNITY COLLEGE	1
4	SKAGIT VALLEY COMMUNITY COLLEGE	1
5	EVERETT COMMUNITY COLLEGE	1
6	NORTH SEATTLE COMMUNITY COLLEGE	1
	SEATTLE CENTRAL COMMUNITY COLLEGE	1
	SOUTH SEATTLE COMMUNITY COLLEGE	1
7	SHORELINE COMMUNITY COLLEGE	1
8	BELLEVUE COMMUNITY COLLEGE	1
9	HIGHLINE COMMUNITY COLLEGE	1
10	GREEN RIVER COMMUNITY COLLEGE	1
11	FORT STEILACOOM COMMUNITY COLLEGE	1
12	CENTRALIA COMMUNITY COLLEGE	1
	OLYMPIA TECHNICAL COMMUNITY COLLEGE	1
13	LOWER COLUMBIA COMMUNITY COLLEGE	1
14	CLARK COMMUNITY COLLEGE	1
15	WENATCHEE VALLEY COMMUNITY COLLEGE	1
16	YAKIMA VALLEY COMMUNITY COLLEGE	1
17	SPOKANE COMMUNITY COLLEGE	1
	SPOKANE FALLS COMMUNITY COLLEGE	1
18	BIG BEND COMMUNITY COLLEGE	1
19	COLUMBIA BASIN COMMUNITY COLLEGE	1
20	WALLA WALLA COMMUNITY COLLEGE	1
21	WHATCOM COMMUNITY COLLEGE	1
22	TACOMA COMMUNITY COLLEGE	1
23	EDMONDS COMMUNITY COLLEGE	1
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*All tables using DISTRICT NAME will use the generic name presented on this form for each community college district. Multiple campus districts shall be referenced by district number.

Bargaining Status

All community college districts in Washington were requested to submit a copy of their district contract if the district had engaged in collective bargaining. Nineteen districts responded by submitting their contracts. The nineteen contracts were then analyzed to determine similarities and differences in a variety of areas felt to reflect the primary contents of community college contracts in Washington. Most contracts contained several diverse items that were not included in the data analysis. These contracts are reflective of the permissive language contained in the loose construction of RCW: Community College Negotiation Act, Title 28B.52.010 through 28B.52.100. The selection of the items analyzed was based upon recommendations of Washington community college personnel and follows in many respects the format used by Lovell, et. al., in their analysis of community college contracts in Illinois.

Of the three remaining districts, two submitted language taken from school policy which extends recognition and, in one case, some scope to a faculty unit. Although District 2 (Grays Harbor) does not have a formalized contract, the district has incorporated limited recognition language into policy. District 13 (Lower Columbia) has provided limited recognition language in policy, also. In addition, District 13 has also provided some minimal scope within policy. District 14 (Clark) provides extensive formalization of employee relationship issues with board policy under personnel.

TABLE 2

WASHINGTON COMMUNITY COLLEGE DISTRICTS

WITH OR WITHOUT FORMAL COLLECTIVE BARGAINING CONTRACTS

DISTRICT NUMBER	DISTRICT NAME	WITH	WITHOUT
1	PENINSULA	X	
2	GRAY'S HARBOR		X
3	OLYMPIC	X	
4	SKAGIT	X	
5	EVERETT	X	
6	SEATTLE NORTH and CENTRAL and SOUTH	X	
7	SHORELINE	X	
8	BELLEVUE	X	
9	HIGHLINE	X	
10	GREEN RIVER	X	
11	FORT STEILACOOM	X	
12	CENTRALIA and OLYMPIA TECHNICAL	X	
13	LOWER COLUMBIA		X
14	CLARK		X
15	WENATCHEE VALLEY	X	
16	YAKIMA	X	
17	SPOKANE and SPOKANE FALLS	X	
18	BIG BEND	X	
19	COLUMBIA BASIN	X	
20	WALLA WALLA	X	
21	WHATCOM	X	
22	TACOMA	X	
23	EDMONDS	X	

Organizational Affiliation

Nine of the colleges engaged in collective bargaining are affiliated with the Washington Education Association/National Education Association. These bargaining units are usually referred to as Associations of Higher Education. Seven districts are affiliates of the Washington Federation of Teachers/American Federation of Teachers. Four others maintain independent faculty union status although Fort Steilacoom has elected to affiliate with Service Employees International Union at the close of the current contract.

TABLE 3

ORGANIZATIONAL AFFILIATION

NEA/WEA	AFT/WFT	INDEPENDENT
BELLEVUE	DISTRICT #5	BIG BEND
COLUMBIA BASIN	DISTRICT # 6	*FORT STEILACOOM
DISTRICT #12	EDMONDS	GREEN RIVER
DISTRICT #17	SHORELINE	HIGHLINE
OLYMPIC	TACOMA	
PENINSULA	WHATCOM	
SKAGIT	YAKIMA	
WALLA WALLA		
WENATCHEE		

*To become affiliated with Service Employees International Union at close of current contract.

Duration of Agreement

Negotiated contracts in the state of Washington are limited in duration to no more than three years by RCW 28B.52.035. Only three single-year contracts currently exist within Washington Community Colleges. Twelve districts have negotiated two-year agreements and five have developed three-year contracts. The effective dates for the majority of contracts correspond by reference to the districts' academic year calendars.

TABLE 4

LENGTH OF CONTRACT

1 Year	2 Years	3 Years
COLUMBIA BASIN	BELLEVUE	DISTRICT #6
WALLA WALLA	DISTRICT #5	EDMONDS
BIG BEND	DISTRICT #12	HIGHLINE
	DISTRICT #17	PENINSULA
	FORT STEILACOOM	SKAGIT
	GREEN RIVER	
	OLYMPIC	
	SHORELINE	
	TACOMA	
	WENATCHEE	
	WHATCOM	
	YAKIMA	

Reopener Clauses

Provisions within multi-year contracts that stipulate the times and circumstances under which certain sections of an agreement can be negotiated prior to the expiration of the contract are commonly referred to as reopener clauses. Washington community college agreements provide diverse examples of such provisions. Eight districts provide for salaries to be renegotiated annually should the legislature provide additional funding for community colleges. Two of those agreements extend the scope of reopening provisions to include specific fringe benefits. Six districts have agreed to reopening of salary issues on an annual basis without legislative action. Of those, District 1 (Peninsula) permits certain scope areas to be negotiated annually, including leaves and assignments. District 22 (Tacoma) has incorporated language that permits annual responses on RIF, tenure, dismissal, and contract year and load language as well as academic employee compensation.

TABLE 5
REOPENER CLAUSE

CONTRACTS WITH REOPENERS	SUBJECTS FOR RENEGOTIATION
PENINSULA	Leaves, employee definitions, assignment and loads, and salary.
OLYMPIA	Contingent upon further legislative funding: salary, supplemental salary, degree supplement, summer school salary and part-time hourly rate.
SKAGIT	Economic provisions at request of either party.
DISTRICT 5	Contingent upon further legislation: salary.
DISTRICT 6	Contingent upon further legislation: salary.
DISTRICT 12	Contingent upon further legislative funding: economic fringe benefits and salary.
DISTRICT 17	Contingent upon further legislative funding: salaries and/or benefits.
SHORELINE	Contingent upon further legislative funding: compensation.
BELLEVUE	Contingent upon further legislative funding: articles related to economics, fringe benefits or salaries, and workload.
HIGHLINE	Contingent upon further legislative funding: salary. Also, professional leave and advancement.
GREEN RIVER	*No reopener provision.
FORT STEILACOOM	All articles referencing quantitatively compensation and fringe benefits.
WENATCHEE	*No reopener provision.
YAKIMA	*No reopener provision.
BIG BEND	*No reopener provision.
COLUMBIA BASIN	*No reopener provision.
WALLA WALLA	*No reopener provision.
WHATCOM	Reopener for article VI - compensation.
TACOMA	RIF, tenure, dismissal, contract year and load, and academic employee compensation.
EDMONDS	Contingent upon further legislative funding.

*These contracts do stipulate a date after which negotiations may commence on the total agreement.

Unit Membership

The employees represented within the collective bargaining contract by the bargaining unit varies from contract to contract. All community college districts within Washington have provisions that extend certain protections for part-time staff. The contract for Community College District 17 (Spokane) provides an excellent example of specifying those benefits part-time staff accrue by stipulating all provisions applying or not applying to part-time staff. Several colleges define unit membership by incorporating the provisions in RCW 28B.52 that define academic employee as "any teacher, counselor, librarian, or department head... ." Community College District 12 (Centralia) excludes all community service personnel as does Community College District 3 (Olympia); however, Olympia stipulates a salary provision for community service staff. Two colleges (District 4 - Skagit and District 21 - Whatcom) exclude employees in positions funded by Federal contracts. Department chairpersons are included in a variety of contracts. District 19 (Columbia Basin) is unique in this respect as the contract specifies inclusion of chairpersons when performing duties as teacher, counselor, or librarian.

Table 6
Unit Membership

BELLEVUE	Excludes administrators and all other non-certified employees.
*BIG BEND	
COLUMBIA BASIN	All academic employees who serve as teacher, counselor, or librarians. Includes division chairpersons when functioning as teachers, counselors, or librarians.
DISTRICT 5	Undefined. References academic employees without provision of a definition.
DISTRICT 6	Excludes paraprofessionals.
DISTRICT 12	Excludes community service personnel and others noted within local board resolutions.
DISTRICT 17	Excludes part-time staff from specific provisions related to tuition fee waiver, workload, terms and conditions of employment, tenure, dismissal, employment screening and selection, and salary schedule placement. Excludes all other employees per RCW 28 B.52
FORT STEILACOOM	Not referenced.
GREEN RIVER	Excludes administrative, classified and others included within the Higher Education Personnel Board Rules.
HIGHLINE	Not referenced.
OLYMPIC	Excludes all community service and specially contracted personnel except for salary.
*PENINSULA	
*SHORELINE	
SKAGIT	Excludes employees funded by Federal or other contracts.
*TACOMA	
WALLA WALLA	Excludes several administrative positions by specific title.
*WENATCHEE	
WHATCOM	Excludes externally funded employees or others by mutual agreement
*YAKIMA	
EDMONDS	Includes academic counselors, medical specialists, and librarians.

*Defines unit membership by statutory code definition derived from RCW 28B.52.

Academic Year Calendar

Eight contracts do not include references to academic year calendar. Seven contracts provide for recommendations from faculty via committee faculty representation or a similar format. The remaining five districts incorporate the calendar into the contract; however, the method of incorporation varies. District 18 (Big Bend) attaches the calendar only as an information addendum within the Appendix as do District 1 (Peninsula) and District 16 (Yakima). District 10 (Green River) and District 6 (Seattle) provide the description instructional year within the body of the contract.

Table 7

Academic Calendar Year

No.	College	Academic Calendar Provisions Not Included	Recommendations from Faculty Rep to the Adm/Board	Incorporated Calendar Into Contract	Comments
1	PENINSULA			X	Provided only as an attachment
3	OLYMPIC		X		Members serve on committee
4	SKAGIT	X			
5	DISTRICT 5		X		Specific language/Members serve on committee.
6	DISTRICT 6			X	Negotiated language.
7	SHORELINE			X	Negotiated language.
8	BELLEVUE		X		Members serve on committee/negotiated language
9	HIGHLINE	X			
10	GREEN RIVER			X	Negotiated language.
11	FORT STEILACOOM		X		Members serve on committee.
12	DISTRICT 12	X			
15	WENATCHEE VALLEY		X		Consultation language.
16	YAKIMA			X	Negotiated language.
17	DISTRICT 17		X		Members serve on committee.
18	BIG BEND			X	Only as informative addendum.
19	COLUMBIA BASIN	X			
20	WALLA WALLA	X			Notification prior to adoption.
21	WHATCOM	X			
22	TACOMA		X		Management drafts - subjects to union for comments and suggestions. Actual academic year subject to negotiation.
23.	EDMONDS				

Work Day

Both the number of work days and the length of the work day vary considerably within Washington Community College contracts. The number of possible work days range from 162 to 180. The number of hours per week varies from 30 to 40. Where specifically provided by numerical limits, the average number of contracted days is 174 and the average number of hours per week is 35.

TABLE 8

WORK DAY

DISTRICT NUMBER	DISTRICT NAME	No. Contracted Days	Length of Day
1	PENINSULA	175	by load
3	OLYMPIC	177	by load
4	SKAGIT	172	35/week
5	EVERETT	174	6 hours
6	SEATTLE NORTH and CENTRAL and SOUTH	169	6 hours
7	SHORELINE	172	**7 hours
8	BELLEVUE	180	7 hours
9	HIGHLINE	*	*
10	GREENRIVER	171	7 hours
11	FORT STEILACOOM	based on calendar	***8 hours
12	CENTRALIA and OLYMPIA TECHNICAL	177	-
15	WENATCHEE VALLEY	175	by load
16	YAKIMA	178	7 hours
17	SPOKANE and SPOKANE FALLS	175	6 hours
18	BIG BEND	170	8 hours
19	COLUMBIA BASIN	178	30/week
20	WALLA WALLA	176	35/wk
21	WHATCOM	170	***35/wk
22	TACOMA	162-168	35/wk
23.	EDMONDS	174	7 hours

*References Faculty Senate Guidelines of 1973.

**Applies to administrative prerogative for up to a seven-hour span of classes.

***Maximum noted; varies upon mix of assignments.

Teaching Load Provisions

The most differentiated provisions from college to college are those stipulating teaching load. The complex nature of load provisions as well as a lack of no common definitions prohibit the data from being accurately presented in a tabular format. Similar difficulties arise with analyzing overload and part-time load provisions. Examples of the diverse categories to which staff have been assigned are provided below. The number following indicates the number of colleges using that category within the teaching load article.

Academic	6
Vocational	9
Media/Library Counselor	14
Laboratory	15
Clinic	8
Instructional	7
Lecture	10
P.E.	6

Academic Freedom

Provisions referring to academic freedom are found in 17 of the 20 contracts. Only the contracts for District 18 (Big Bend), District 9 (Highline), and District 11 (Fort Steilacoom) lack this provision. All three are not affiliated with a national organization. Although the breadth of items to which academic freedom is extended varies between contracts, common areas include research, publication, content, methods, textbooks, and grading. Typical language, however, restricts most provisions by noting that the freedom is accorded with respect to the nature or limitation of the curriculum or assigned responsibility.

TABLE 9

ACADEMIC FREEDOM

DISTRICT NAME	PROVISION FOR ACADEMIC FREEDOM	NO PROVISION FOR ACADEMIC FREEDOM
BELLEVUE	X	
BIG BEND		X
COLUMBIA BASIN	X	
DISTRICT 5	X	
DISTRICT 6	X	
DISTRICT 12	X	
DISTRICT 17	X	
EDMONDS	X	
FORT STEILACOOM		X
GREEN RIVER	X	
HIGHLINE		X
OLYMPIC	X	
PENINSULA	X	
SHORELINE	X	
SKAGIT	X	
TACOMA	X	
WALLA WALLA	X	
WENATCHEE	X	
WHATCOM	X	
YAKIMA	X	

Office Hours

Although quite diverse, all contracts reference office hours. Four contracts do not provide a minimum number of hours, but they do provide language which stipulates that regular office hours or student advising hours are to be maintained. Fourteen colleges require a minimum of five hours per week for full-time staff and three require ten hours per week.

TABLE 10

MINIMUM OFFICE HOURS FOR TEACHING FACULTY

DISTRICT NAME	GENERAL LANGUAGE ON OFFICE HOURS	*5 per week	*10 per week
BELLEVUE	Varies in accordance to class teaching schedule	X	
BIG BEND	No specifics - student advising has to be posted		
COLUMBIA BASIN		X	
DISTRICT 5	Maintain regular office hours	X	
DISTRICT 6		X	
DISTRICT 12	1/2 hr./10 credit assignment/ week	X	
DISTRICT 17		X	
EDMONDS	References scheduled hours	X	
FORT STEILACOOM			X
GREEN RIVER		X	
HIGHLINE		X	
OLYMPIC	Maintain office hours for student consultation	X	
PENINSULA	Minimum	X	
SHORELINE	Minimum	X	
SKAGIT	2/day or 10/week		X
TACOMA	Minimum	X	
WALLA WALLA		X	
WENATCHEE	General lecture only		X
WHATCOM	No specifics - maintain office hours for consultation		
YAKIMA	Minimum	X	

*References full-time faculty.

RCW 28B.10.660 permits state community college trustees to provide liability life, health, health care, accident, disability, and salary protection insurance.

Ten districts reference the code or otherwise note that specific insurance programs permitted by statute shall be offered employees with the district paying the maximum dollars allowed by state regulations.

Table 11
INSURANCE

COLLEGE	LIFE	HEALTH	DISABILITY	DENTAL	LIABILITY	VIS
BELLEVUE	X	X	X			
BIG BEND		X				
*COLUMBIA BASIN						
DISTRICT 5	X		X		X	
DISTRICT 6	X	X		X		
DISTRICT 12			X		X	
*DISTRICT 17						
EDMONDS	X	X	X	X	X	
*FORT STEILACOOM			X			
GREEN RIVER	X	X		X		
*HIGHLINE						
OLYMPIC			X		X	
*PENINSULA						
*SHORELINE						
SKAGIT	X	X				
TACOMA		X		X		
*WALLA WALLA						
*WENATCHEE						
*WHATCOM						
YAKIMA	X	X		X	X	

*References state statute provisions.

Tuition Waiver and Reimbursement Provisions

Twelve districts provide internal tuition waivers for their staff. In addition, two other districts reference senior college tuition reimbursement.

Table 12
TUITION WAIVER AND REIMBURSEMENT PROVISIONS

COLLEGE	INTERNAL TUITION WAIVER				SENIOR COLLEGE TUITION REIMBURSEMENT	
	WAIVER PROVIDED	NO WAIVER PROVIDED	SPOUSE	CHILDREN	TUITION REIMBURSEMENT PROVIDED	MAX HOURS PER YEAR ALLOWED
BELLEVUE	X					
BIG BEND	X					
COLUMBIA BASIN	X $5 fee					
**DISTRICT 5	No reference					
DISTRICT 6	X				X	12
*DISTRICT 12	X $5 initial fee (no limit), lab fees					
*DISTRICT 17	X $5 fee (one per quarter)					
EDMONDS	X $5 fee and lab fees, etc.					
FORT STEILACOOM	X					
GREEN RIVER	No reference					
HIGHLINE	X				X	12
OLYMPIC	No reference					
PENINSULA	No reference					
SHORELINE	No reference					
SKAGIT	No reference					
TACOMA	X $5 fee (minimum one/qtr)					
WALLA WALLA	X $5 fee (plus other stipulations)					
WENATCHEE	No reference					
WHATCOM	X $5 fee					
YAKIMA						

*Internal tuition waiver does not include Community Service Course.
**Provides for traditional and non-traditional Improvement Credits.

Leaves

Fifteen categories of leaves were analyzed to determine their frequency as bargainable provisions within community college agreements. Table 13 reflects the diversity of the leave provisions. RCW 28B.50.551 and RCW 28B.10.650 address leave provisions and the authority of boards of trustees at each community college to adopt written policies with respect to leaves.

TABLE 13

LEAVES

COLLEGES	SICK	PERSONAL	SABBATICAL	UNPAID EXTENDED ABSENCES	SPECIAL	MILITARY (FEDERAL & STATE STATUTES)	TEACHER EXCHANGE	EDUCATIONAL IMPROVEMENT	FAMILY ILLNESS (EMERGENCY)	FUNERAL, BEREAVEMENT	PROFESSIONAL MTG	JURY DUTY & SUBPOENA	MATERNITY/ADOPTION	CHILD REARING	DISABILITY
BELLEVUE	X	X	X		X	X			X	X	X	X	X		
BIG BEND	X		X				X		X	X			X		
COLUMBIA BASIN	X				X	X			X	X	X	X	X		
DISTRICT 5	X		X			X			X	X	X	X			
DISTRICT 6	X	X	X		X	X			X	X		X	X		X
DISTRICT 12	X							X	X	X	X	X			
DISTRICT 17	X		X	X		X		X	X	X	X	X	X		X
EDMONDS	X	X	X	X	X	X	X	X	X	X		X	X		
FORT STEILACOOM	X	X	X					X	X	X	X				
GREEN RIVER	X		X		X	X			X	X	X	X	X	X	X
HIGHLINE	X	X	X						X	X		X	X		
LOWER COLUMBIA	X	X	X			X						X			
OLYMPIC	X		X		X	X						X	X		
PENINSULA	X		X		X	X			X	X			X		
SHORELINE	X	X	X	X	X				X	X			X	X	
SKAGIT	X	X	X		X				X	X		X	X		X
TACOMA	X		X		X	X		X	X	X		X	X		X
WALLA WALLA	X	X			X	X			X	X		X	X		X
WENATCHEE	X	X	X			X			X	X	X	X	X		
WHATCOM	X	X			X			S	X	X		X			
YAKIMA	X		X		X				X	X	X	X	X		

S = references sabbatical leave

Sick Leave

Provisions for sick leave were found in all community college contracts. The number of days initially compensable ranges from 10 to 20. The method for accumulation of sick leave on both an annual and career basis varies considerably. For staff members employed beyond the third quarter, six contracts stipulate that additional leave may be accumulated at 1 day per month. RCW 28B.50.551 provides specific minimums for total illness, injury, bereavement, and emergency leaves as follows:

- Staff contracted for at least three quarters receive 15 days, commencing on first day of employment.
- After the first three quarter period, leave may be accumulated at a minimum rate of 5 days per quarter up to a maximum of 180 days.
- Accumulated leave may be transferred from one community college district to other districts and state agencies delineated by statute.

Table 14
Sick Leave

DISTRICT	INITIAL COMPENSABLE	CUMULATIVE
BELLEVUE	12	After 3rd quarter, no limit 1 day/month
BIG BEND	10	No limit
COLUMBIA BASIN	15	Maximum 180 days
DISTRICT 5	20	Accrue @ 20 days annually (25 with summer quarter) 180 Max.
DISTRICT 6	12	After 3rd quarter, 1 day/mo.
DISTRICT 12	10	After 3rd quarter, 1 day/mo. no limit
DISTRICT 17	12	After 3rd quarter, 4 days/qtr. no limit (Maximum 12 days)
EDMONDS	12	1st day of teaching/lump sum applied 1 day/mo.; negotiate individually for accumulated time off
FORT STEILACOOM		Accumulated according to state regulatio
GREEN RIVER	12	Accumulated 1 day/mo.
HIGHLINE	*Maximum 180	
OLYMPIC		1 day/mo
PENINSULA	10	After 3rd quarter, 1 day/mo. no limit
SHORELINE	12	References as personal leave days
SKAGIT	10	After 3rd quarter, 1 day/mo. no limit
TACOMA	12	After 3rd quarter, 4 days/qtr. no limit
WALLA WALLA	12	UNCLEAR
WENATCHEE	10	After 3rd quarter, 1 day/mo. no limit
**WHATCOM	15	After 3rd quarter, 5 days/qtr. 180 day l
YAKIMA	12	NO SPECIFICITY

*5 days per each regular quarter. Absences in excess of 5 days in any one year mu be supported by a doctor's certificate.

**Effective 9-01-82 the initial compensible leave provision will be eliminated and the cmulative provision will change from five days per quarter to one day per mon of assigned work. The 180 day limit will also be eliminated.

Dues Deduction

Union security via dues deduction provisions were found in seventeen of the contracts. The fact that dues deduction is commonplace in labor relations and results in only minimal management expense helps to explain the large percentage of districts with these provisions.

TABLE 15

DUES DEDUCTION PROVISIONS

COLLEGES WITH DUES DEDUCTIONS PROVISIONS	COLLEGES WITHOUT DUES DEDUCTION PROVISIONS
BELLEVUE	FORT STEILACOOM
BIG BEND	GREEN RIVER
COLUMBIA BASIN	HIGHLINE
DISTRICT 5	
DISTRICT 6	
DISTRICT 12	
DISTRICT 17	
EDMONDS	
OLYMPIC	
PENINSULA	
SHORELINE	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

Maintenance of Membership

Four contracts extend further union security benefits by providing for maintenance of membership. Such provisions lock an employee into paying membership dues to the union for the duration of the contract or year of membership once the employee has voluntarily joined the organization.

TABLE 16

MAINTENANCE OF MEMBERSHIP

COLLEGES WITH MAINTENANCE OF MEMBERSHIP CLAUSE	COLLEGES WITHOUT MAINTENANCE OF MEMBERSHIP CLAUSE
COLUMBIA BASIN	BELLEVUE
DISTRICT 17	BIG BEND
WALLA WALLA	DISTRICT 5
WENATCHEE	DISTRICT 6
	DISTRICT 12
	EDMONDS
	HIGHLINE
	OLYMPIA TECH
	FORT STEILACOOM
	LOWER COLUMBIA
	OLYMPIC
	PENINSULA
	SHORELINE
	SKAGIT
	TACOMA
	WHATCOM
	YAKIMA

Personnel File

Language relative to personnel files was found in all but two contracts. In general, typical language permits access to personnel records, the right to rebuttal of adverse records as well as notification of the placement of adverse records in the employee file.

TABLE 17

PERSONNEL FILE PROVISIONS

COLLEGES WITH PERSONNEL FILE CLAUSE	COLLEGES WITHOUT PERSONNEL FILE CLAUSE
BELLEVUE	SHORELINE
BIG BEND	HIGHLINE
COLUMBIA BASIN	
DISTRICT 5	
DISTRICT 6	
DISTRICT 12	
DISTRICT 17	
EDMONDS	
FORT STEILACOOM	
GREEN RIVER	
OLYMPIC	
PENINSULA	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

Grievance Definition

Grievance definitions that limit grievances to the interpretation or application of provisions contained within the collective bargaining agreement are narrow definitions. A definition that extends the scope of grievable matters into such areas as policy, practices, rules and regulations, and statutory provisions are broad grievance definitions. District 6 (Seattle), District 22 (Tacoma), and District 23 (Edmonds) have broad definitions within the Community College contracts in Washington.

TABLE 18

GRIEVANCE DEFINITION

COLLEGE	NO PROVISION	BROAD	NARROW
BELLEVUE			X
BIG BEND			X
COLUMBIA BASIN			X
DISTRICT 5			X
DISTRICT 6		X	
DISTRICT 12			X
DISTRICT 17			X
EDMONDS		X	
FORT STEILACOOM			X
GREEN RIVER			X
HIGHLINE	X		
OLYMPIC			X
PENINSULA			X
SHORELINE			X
SKAGIT			X
TACOMA		X	
WALLA WALLA			X
WENATCHEE			X
WHATCOM			X
YAKIMA			X

Grievance Resolution

The resolution of grievances or the final step in the grievance process calls for binding arbitration by a neutral third-party in seventeen of the contracts. District 6 (Seattle) provides the option of Board resolution or binding arbitration of staff grievances. District 22 (Tacoma) has a unique provision that allows either party to appeal to the Washington Public Employment Relations Commission should either party disagree with the decision of the college president. Should efforts of the commission involving fact-finding and mediation fail in practice, the Board has agreed "...to seriously consider binding arbitration at the next contract negotiation or wage reopener following a failure of fact-finding and mediation to produce satisfactory resolution of the grievance."

TABLE 19

GRIEVANCE RESOLUTION

BOARD OF TRUSTEES	FACT FINDING/ MEDIATION	BINDING ARBITRATION
*DISTRICT 6	TACOMA	BELLEVUE BIG BEND COLUMBIA BASIN DISTRICT 5 *DISTRICT 6 DISTRICT 12 DISTRICT 17 EDMONDS FORT STEILACOOM GREEN RIVER LOWER COLUMBIA OLYMPIC PENINSULA SHORELINE SKAGIT WALLA WALLA WENATCHEE WHATCOM YAKIMA

*Optional

Impasse Procedures

Should bargaining fail to result in a signed agreement for a new contract, five districts have provisions for a mediator to serve as a neutral third party to expedite the resolution of differences. Under RCW 288.52.060, the Public Employment Relations Commission is empowered to conduct fact-finding and mediation upon the consent of both parties.

TABLE 20

IMPASSE PROCEDURES

CONTRACTS WITH MEDIATION	CONTRACTS WITHOUT IMPASSE PROCEDURES
BELLEVUE	COLUMBIA BASIN
BIG BEND	DISTRICT 5
EDMONDS	DISTRICT 12
OLYMPIC	DISTRICT 17
DISTRICT 6	FORT STEILACOOM
	GREEN RIVER
	HIGHLINE
	PENINSULA
	SHORELINE
	SKAGIT
	TACOMA
	WALLA WALLA
	WENATCHEE
	WHATCOM
	YAKIMA

No-Strike Clauses

Ten districts in Washington have provisions prohibiting strikes; however, the majority of such clauses provide for that status "during the life of the contract." The consequence is that should negotiations not reach settlement prior to the end of the contractual duration period, the no-strike provision is moot. The statutes of Washington are silent on the right of community college employees to strike; however, four such strikes have occurred as noted in Chapter IV.

TABLE 21

NO-STRIKE CLAUSES

CONTRACTS WITH NO-STRIKE CLAUSES	CONTRACTS WITHOUT NO-STRIKE CLAUSES
BELLEVUE	DISTRICT 5
COLUMBIA BASIN	DISTRICT 6
DISTRICT 12	DISTRICT 17
FORT STEILACOOM	EDMONDS
SHORELINE	GREEN RIVER
SKAGIT	HIGHLINE
WALLA WALLA	LOWER COLUMBIA
WENATCHEE	OLYMPIC
WHATCOM	PENINSULA
YAKIMA	TACOMA

Effect of Agreement: Savings and Zipper Clauses

A zipper clause provides that both bargaining parties understand completely that the terms and conditions set forth in the contract represent the total substances of the bargaining process. Only items contained within the agreement are agreed to. None of the contents can be modified unless put into writing and signed by both parties.

A savings clause permits the remaining contents of a contract to remain in force should any other portion be declared illegal or otherwise unenforceable. Language usually specifies that remaining articles shall remain in full force and effect. All contracts within Washington State Community College districts contain such provisions except for Edmonds which lacks a zipper clause.

TABLE 22

EFFECT OF AGREEMENT

COLLEGE	SAVINGS	ZIPPER
BELLEVUE	X	X
BIG BEND	X	X
COLUMBIA BASIN	X	X
DISTRICT 5	X	X
DISTRICT 6	X	X
DISTRICT 12	X	X
DISTRICT 17	X	X
EDMONDS	X	
FORT STEILACOOM	X	X
GREEN RIVER	X	X
HIGHLINE	0	0
OLYMPIC	X	X
PENINSULA	X	X
SHORELINE	X	X
SKAGIT	X	X
TACOMA	X	X
WALLA WALLA	X	X
WENATCHEE	X	X
WHATCOM	X	X
YAKIMA	X	X

Management Rights Clause

The rights of management to exercise specific functions without having those actions subject to grievance procedures and/or arbitration are specified within management rights clauses. Only three districts in Washington - District 6 (Seattle), District 9 (Highline), and District 5 (Snohomish) lack such provisions within their contracts. Typical management rights clauses note that except as provided for within the contract all other rights regarding the administration of the community college are vested within the management's decision-making responsibility.

TABLE 23

MANAGEMENT RIGHTS

CONTRACTS WITH MANAGEMENT RIGHTS CLAUSE	CONTRACTS WITHOUT MANAGEMENT RIGHTS CLAUSE
BELLEVUE	DISTRICT 5
BIG BEND	DISTRICT 6
COLUMBIA BASIN	HIGHLINE
DISTRICT 12	
DISTRICT 17	
EDMONDS	
FORT STEILACOOM	
GREEN RIVER	
OLYMPIC	
PENINSULA	
SHORELINE	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

CHAPTER III
CONTRACT ITEM ANALYSIS

An Overview

Contracts are not administered at the bargaining table. They are administered within each of the divisions or units, within each of the separate buildings, and throughout all aspects of the day-to-day functioning of the community college. For this reason, first line administrators, associate deans, and division chairpersons must be involved in the development of management's positions, rationale, and language proposals and counter proposals. Despite past efforts by upper-echelon management to shield these first-line administrators from the adversarial roles so often attached to bargaining, many key administrators now recognize that all members of the community college management team must be involved in contract development. While not all administrators desire involvement at the table due to the possible erosion of faculty relationships as well as their former or current teaching status, most administrative personnel should welcome the opportunity to review language provisions that have specific impact upon their managerial functions.

The Contract Item Analysis (CIA) process developed by Janes and Lovell[2] provides a method for first line administrators to review language and make recommendations, even if they do not serve directly at the bargaining table. The process and format for implementing the CIA is easily assimilated into a management team's preparation procedures and is readily adaptable for use by diverse schools, divisions, or units.

The Format

The CIA process is systematic and may be used at various stages during

the collective bargaining process to:

- Analyze the current contract
- Analyze the teacher proposals
- Develop alternative language for management
- Develop counter proposals
- React to union language during negotiations

Figure 1 is an example of the CIA process.

FIGURE 1

CONTRACT ITEM ANALYSIS (CIA) PROCESS MODEL[3]

Item: Employee Evaluation 4.4		Department: English Respondent: Janes/Dept. Head
(1) Proposed or Existing Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
(The specific clause to be analyzed is written in total.)	A. General Administration: B. Finance: C. Personnel: D. Curriculum: E. Other:	(The reactor is expected to suggest what he/she perceives to be acceptable terms or wording.)

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Specific contract language that a reactor desires to analyze is identified within Column 1. Management may wish to expedite the process and alleviate tedium by preparing CIA forms containing the contract language already printed within Column 1. This courtesy by management toward its team demonstrates the desire for involvement of first line administrators.

Implications of the specific provisions being analyzed are delineated in Column 2. Respondents may be encouraged to react to all language of the contract or only provisions relative to their own job functions by focusing on four key operational areas:

- General Administration
- Finance
- Personnel
- Curriculum

A fifth area - Other - is also provided to allow consideration of miscellaneous implications. Not all provisions will necessitate a reaction nor require an analysis.

When negative implications of contract provisions are identified, the reactor should make every effort to suggest specific changes to remediate the situation by recommending the language be deleted, modified, or expanded to alleviate the negative impacts. Column 3 provides the reactor space within which to provide alternative language and stipulate an acceptable compromise.

Application of the CIA: An Example

Figure 2 depicts an example of the CIA process in articles defining or addressing classroom evaluations, a common article within community college contracts. Within the illustration an administrator has noted several concerns with proposed union language, some of which may be apparent only to an immediate supervisor. Language designed to permit an acceptable response to the union while not limiting management's day-to-day ability to administer the contract is then provided.

FIGURE 2
CONTRACT ITEM ANALYSIS (CIA)[4]

Item: Employee Evaluation 4.4

Department: English
Respondent: Janes

(1) Proposed Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
The evaluator shall meet with the employee immediately following the classroom observation to discuss the evaluation.	A. General Administration: Schedule impossible to keep. Need time to consider the write-up. Will result in a haphazard evaluation. B. Finance: Poor write-up could yield a grievance or worse, litigation. Cost of lawyer, fees, and time. C. Personnel: Employee's schedule may prohibit "immediate" response. Secretary must have time to type. May need to be reviewed by personnel director. D. Curriculum: No direct effect noted. E. Other: How do you define "immediately"?	Alternative Language: The evaluator shall meet with the employee within 10 school days following the classroom observation to discuss the evaluation. Compromise: Go down to 7 school days.

The above example demonstrates several advantages for management acquired by using the CIA:

- Prevents careless elimination of necessary management prerogatives
- Provides valuable administrative views
- Develops management cohesiveness by improving communication
- Assures that careful thinking has gone into the management bargaining package
- Develops language for compromise later stages of negotiations
- Serves as a valuable in-service training process
- Prepares first-line administrators for the rigors and responsibilities of contract management
- Leads to ownership by first line supervisors in a contract "We helped Develop"

Amplification of the Process

Several illustrations are provided below in which actual community college contract provisions have been analyzed. The language comes from existing contracts on different campuses in many states. This illustrates that the CIA process is not geographically limited. The generic nature of process and scope of collective bargaining on community college campuses permits wide utilization. The four areas selected for analysis include office hours, work hours, class size, and appointment and contract forms. Language as well as compromises must be considered as suggestions and not as absolute solutions to the managerial problems implicit within the contract provisions.

FIGURE 3

CONTRACT ITEM ANALYZER (CIA)

ITEM: WORK HOURS 7.6 DIVISION: Vocational
RESPONDENT: Perryman

(1)

Proposed or Existing Language

An instructor with a full-time faculty appointment shall not be required to be on campus, at other assigned locations, and/or in travel between assignments for more than thirty-five (35) hours per week.

(2)

Implications

A. General Administration: Too Vague! Our interpretation that faculty will be required to spend 35 hours on campus, etc., has led to a grievance. This grievance may lead to arbitration. The Union claims that faculty must be given specific assignments for any time that they are required to be on campus, etc.

B. Finance: A possible cost arbitration.

C. Personnel: If the Union claim is upheld, faculty may not be available for student contacts or committee work, etc.

D. Curriculum: N/A

E. Other: Faculty who have outside business are using college time to conduct private business off-campus

52 (Continued...)

FIGURE 3 (continued)
CONTRACT ITEM ANALYZER (CIA)

(3)

Alternate Language/Counters/Actions

Alternative Language:

An instructor with a full-time faculty appointment shall be required to be on campus, at other assigned lacations, and/or in travel between assignments for a minimum of 35 hours per week.

(Use same language for librarians and counselors in Sections 8.3 and 8.4)

Compromise:

Minimum of 30 hours per week.

FIGURE 4

CONTRACT ITEM ANALYZER (CIA)5

ITEM: OFFICE HOURS
7.6

Division: Vocational
Respondent: Swaler

(1)

Proposed or Existing Language

Faculty members shall keep six (6) office hours per week. An office hour is defined as a 50-minute period in which the faculty member is physically present in his/her office.

(2)

Implications

A. General Administration: Not enough hours. Some faculty will attempt to schedule classes 3 days a week with office hours on those days and hence could be unavailable 2 days a week for other duties such as committees and program responsibilities.

B. Finance: N/A.

C. Personnel: Will cause conflicts among faculty who have to be here 5 days a week because of the nature of their program (example: nursing) and will cause more students to complain to me and my secretary about faculty being unavailable.

D. Curriculum: Would probably further reduce afternoon offerings since faculty will not want to spend time on campus in the late afternoon. Could hurt our vocational program in law enforcement when police officers are available to take classes.

E. Other: How can we insure that faculty will be available before or after night classes when 60% of my enrollment is generated?

(Continued...)

FIGURE 4 (continued)
CONTRACT ITEM ANALYZER (CIA) 5
7.6

(3)

Alternate Language/Counters/Actions

Alternative Language: Faculty members shall be required to keep twelve (12) office hours per week. Faculty members will keep at least one (1) office hour each day of the week, Monday through Friday. At least one (1) office hour will be scheduled before the faculty member's first class of the day, and at least one (1) office hour after the last class of the day.

Compromise: Go down to ten (10) office hours per week.

FIGURE 5
CONTRACT ITEM ANALYZER (CIA)[6]

ITEM: CLASS SIZE
4.2

DEPARTMENT: Social Sciences
RESPONDENT: Tubb

(1)

Proposed or Existing Language

Class Size: A normal class size shall have a maximum of thirty-eight (38) for lecture-discussion type courses, thirty-five (35) for Accounting, thirty-two (32) for Business Math, twenty-nine (29) for English Composition, twenty-eight (28) for laboratory portions of science courses, twenty-two (22) for Technical English, and twenty-three (23) for Data Processing Programming courses.

For all other classes, the normal class maximums shall be within the guidelines established by past practices during the term of this Agreement. The above-stated normal class-size maximums shall not apply to laboratory situations where there are insufficient stations. Unless the faculty member consents thereto or there is a mixup during registration, including computer error, the above-normal class-size maximums shall not be exceeded, provided that no administrator shall coerce any faculty member into consenting to a class size above the normal class-size maximum. The normal class-size maximums set forth above shall not be exceeded during the registration-program change period.

(2)

Implications

A. General Administration: Our department will resent the fact that our classes may be larger than all other. Why were we discriminated against? How were the class-size determined? Could they be justified? Are you sure that you want to be tied down to past practices? This could make change impossible. Remember the Political Science course for advanced students usually only enrolls ten students. Would this verbiage lock us in? What is normal? What is sufficient? The contingencies outlined for registration have no business in a labor contract and are entirely too complex to be understood.

 (Continued...)

FIGURE 5 (continued)
CONTRACT ITEM ANALYZER (CIA)

ITEM: CLASS SIZE
4.3

DEPARTMENT: Social Science
Respondent: Tubb

(1)

Proposed or Existing Language

If there is any disagreement concerning the guidelines established by past practice with respect to the maximum class size of any course, a representative of the Association, the concerned faculty member(s), and the Vice President shall meet to determine what the guidelines established by past practice are.

(2)

Implications

A. General Administration:
There is no need for a special grievance procedure for class size. This will cause untold haedaches, especially since this language includes the Union.

I don't like the existing guideline. This past practice ties my hands!

B. Finance: If future contracts included negotiated lower class size, we may bankrupt the college.

C. Personnel: N/A

D. Curriculum: N/A

E. Other: N/A

(3)

Alternative Language/Counters/Actions

Alternative Language:

Please don't negotiate an extra grievance process. No language like this should ever be included. Keep past practice out!!

57 (Continued...)

FIGURE 5
CONTRACT ITEM ANALYZER (CIA)

ITEM: 4.3 (continued)

(3)

Alternative Language/Counters/Actions

Compromise:

"The board agrees to attempt to observe within reasonable limits and maintain present class-size averages (staffing rations) subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers or necessary funds. Decisions on class sizes (staffing ration) will be made by the department chairman acting in the best interests of the students and will not be subject to challenge through grievance procedure."

FIGURE 6
CONTRACT ITEM ANALYZER (CIA)

ITEM: APPOINTMENT AND CONTRACT FORMS
9.21

Division: Instruction
Respondent: Perryman

(1)

Proposed or Existing Language

All cademic employees who held an appointment with the district or who are employed without an appointment shall be issued a Notice of Assignment prior to the beginning of each assignment period. Such notices shall be issued to academic employees holding faculty appointments on or before April 15 of each regular college year for the ensuing regular college year.

(2)

Implications

A. General Administration: April 15 is too early, especially if negotiations for next year are not yet finished. Salary rates will not be known. Results of evaluation will not be known. With statutory tenure and dismissal language, the contract does not need to be issued before the next year starts.

B. Finance: Since advancement on salary schedule is based on satisfactory performance evaluation, assumed advancement may obligate the District to salary money not earned if the employee receives a negative or unsatisfactory evaluation. If advancement is not assumed, additional contracts to reflect advancement will have to be issued for those who receive satisfactory evaluations or other forms of advancement.

C. Personnel: Since the contract specifies location of assignment, the April 15 date does not provide flexibility to accomodate staff changes at other program sites in event of resignations, retirements, etc.

(Continued...)

FIGURE 6
CONTRACT ITEM ANALYZER (CIA)

ITEM: 9.21 (continued)

(3)

Alternate Language/Counters/Actions

Alternative Language:

Notices of Assignment shall be issued to academic employees holding faculty appointments on or before September 15 of each regular college year.

Compromise:

If the April 15 date is not changed, add a statement that changes in location, salary advancement, etc., may be made at the conclusion of the negotiations or by September 15. These changes could be authorized by official memo without re-issuing contracts.

FIGURE 7

ITEM: CONTRACT ITEM ANALYZER (CIA) Department/Division Respondent

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/ Actions
	A. General Administration:	Alternative Language:
	B. Finance:	
	C. Personnel:	
	D. Curriculum:	
	E. Other:	Compromise:

A Final Word

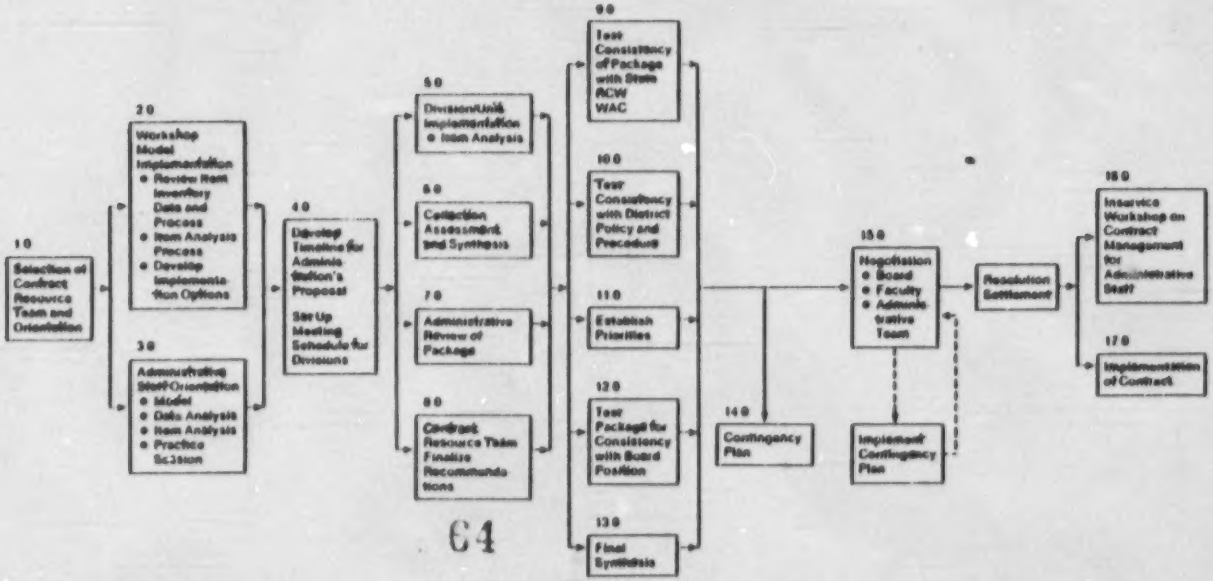
A sample CIA format for utilization by community college personnel has been placed at the conclusion of this chapter (See Figure 7). Should management duplicate the form and institute the process, one major caution must be observed. The CIA process assumes that reactors to language have some knowledge in the dangers of certain contract wording or provisions. As the likelihood of all managerial personnel possessing such competencies is minimal, substantive in-service training to develop an awareness of ambiguous language and other difficulties relative to specific provisions is essential. The process model developed in Chapter IV provides one method for ensuring competent contract development including administrative training on the specifics of collective bargaining.

CHAPTER IV
PROCESS MODEL

The ramifications of a collective bargaining agreement should preclude management from approaching the development of its positions without a specific plan. The process model depicted in Figure 8 provides a method for management to follow in developing its course of action.

FIGURE 5

Administrative Contract Resource Team Bargaining Model



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The initial step in the successful implementation of the process model will be the acceptance and endorsement by the chief administrative officer. If collective bargaining is to be a positive and productive process within the State Education system, chief administrative officers must realize the importance of broad involvement and training as it relates to contract negotiations and contract administration.

The authors believe that proper implementation of this model will significantly reduce grievances and provide for more effective management of the contract on a day to day basis. The specific steps are amplified below:

1.0 Selection of Contract Resource Team and Orientation

The chief administrative officer of the District must identify those administrators who represent a cross section of the administrative staff. The selection process should give primary consideration to identifying administrators who are committed to a consensus decision-making mode.

The administrators selected should have line responsibility for the management of the contract.

It is recommended that administrators assigned to the actual negotiations process in step 16 of the model be drawn from the administrative contract resource team.

After selection of the administrative contract resource team, a workshop will be provided for the purpose of training the team on the following:

- Introduction of the Model
- Collective Bargaining: an integrative approach
- The Scope of Bargaining in Washington State
  - Review of Contract Provisions
  - Review of R.C.W. & W.A.C.

2.0 Workshop: Model Implementation

A thorough explanation of the process model to the administrative contract resource team is essential. Each step of the process should be

delineated with specific emphasis on the interfacing and sequencing of the component steps.

- ·Review item inventory data and process
- ·Review item analysis process
  - -Contract item analysis worksheet
  - -Options for utilization of worksheets
  - -Practice sessions in implementing contract item analysis
  - -Development of language parameters and consensus mode
- ·Develop implementation options

3.0 Administrative Staff Orientation

At this step, the members of the administrative contract resource team meet with the other administrators within their respective divisions or units to begin implementation of the process. This meeting, led by a member of the contract resource team, should begin with a brief outline of the process to be followed and should focus on the use of the item inventory data and sample provisions of other contracts which should be included in the materials to be distributed. After reviewing the item inventory data and the sample provision, the contract item analysis process will be presented as the method for identifying problem areas in the current contract or current teacher proposals and for recommending solutions to those problem areas. Examples of the contract item analysis form should be provided and the participants at the meeting should have an opportunity for experimenting with the contract item analysis worksheet during the meeting. This portion of the meeting should be patterned on the practice session and exercise presented in the contract resource team orientation (1.0).

- ·Data analysis
- ·Contract Item analysis
- ·Practice session

4.0 Formal Implementation

At this point the entire administrative staff should be brought together and informed of the intent of the district to utilize the Team

Management Bargaining Process. A projection of events and an organizational time line will be developed and agreed upon. The time lines should be developed with the cooperation and counsel of the chief negotiator. A tentative schedule of division meetings should be developed within the framework of the district time lines.

Areas of responsibility should be determined and agreed upon.

- Administrative Meeting
  - -District Timeline
  - -Division Timelines
- Determination of Responsibilities

5.0 Division/Unit Implementation

The division or unit should begin work on the contract using the item analyzer. The individual responsible for coordinating the work within the division or unit should thoroughly review the process with all personnel and emphasize the commitment on the part of the key district administrators for the process. The Chief Administrators expectations as to the depth and quality of the analysis should be clearly delineated. Provisions for monitoring the development of the analysis should also be presented.

6.0 Collection, Assessment and Synthesis

The members of the Contract Resource Team will gather and compile the item analysis worksheets from their assigned areas and consolidate the language proposals. A meeting of the Contract Resource Team will be held and copies of the proposals will be provided for each member of the team.

Using consensus, the Contract Resource Team will have the opportunity to assess the implications of the recommended proposals on their overall management functions. The use of consensus further provides for a synthesis of the recommended proposals into a comprehensive package of suggested language provisions, deletions, and modifications. This

step assures (1) protection of necessary management functions at the divisional/unit level, (2) management acceptance and support of the comprehensive package, and (3) the existence of language parameters and compromises.

7.0 Administrative Review of Package

The comprehensive package developed by the Contract Resource Team will be presented to the entire administrative staff for their review. Written comments and suggestions will be solicited from the administrative staff and reviewed by the Contract Resource Team.

THE CONFIDENTIALITY OF THE PACKAGE MUST BE STRESSED AT THIS POINT.

All copies of the comprehensive package should be collected at the completion of this meeting by members of the Contract Resource Team and open discussion on the process and content should be avoided.

8.0 Finalize Recommendation

At this stage Contract Resource Team would finalize the recommendations taking into consideration the input provided in step 7.0. As the Administrative Contract Resource Team is charged with the responsibility for presenting these recommendations to management's chief negotiator, the team should maintain records of the rationale utilized in deciding specific language and compromises.

9.0 Test Consistency with RCW & WAC

In cooperation with the Contract Resource Team the designated negotiator and, if necessary, the Assistant Attorney General for the District should reveiw the comprehensive package to test the consistency of the recommendations with current RCW & WAC provisions. It is imperative that any inconsistencies with RCW and WAC be eliminated or brought into conformity.

10.0 Test Consistency with District Policy and Procedure

The designated district negotiator and, as appropriate, the Assistant Attorney General should review the comprehensive package to test its

consistency with current district policies and procedures.

The identification of these inconsistencies inform the Board and the administration of the possibility that policy revisions will be necessary if the recommendations are successfully negotiated.

11.0 Establish Priorities

The priorities of the Contract Resource Team package should be reviewed with the designated negotiator. These priorities should be tempered by the negotiator's awareness of the realities of the bargaining process and the local conditions for bargaining. This activity will result in the development of compromise and final positions as well as the identification of potential trade-off items.

12.0 Test Package for Consistency with Board Position

At this stage it is assumed that the negotiator has met with the board and chief administrator to determine the District position on the various items.

The package should be reviewed by the negotiator to assure consistency with Board position and to discuss modifications.

13.0 Final Synthesis

The Contract Resource Team working with the negotiator should reach agreement on the package to be presented for board approval.

14.0 Contingency Planning

Sound collective bargaining practices necessitate that a district develop a contingency plan should a strike occur. Although management should approach each bargaining session with an attitude promoting positive resolution of the issues at hand, the history of community college bargaining in Washington state demonstrates the need for development of a strike plan as a sound managerial practice.

The idiosyncracies of each district prohibit a model strike plan from

being effective; however, certain common needs are reflected in a pre-strike checklist discussed in Chapcer 5. A second phase of any strike plan should be contingencies for post-strike management. When a strike ends, it is essential that operations return to normal at the earliest possible moment and with the least difficulty. Step-by-step procedures for the transition to normal operations must be enumerated. These procedures must be relative to the specific strike; consequently, this pre-strike inventory identifies general areas of concern. As the strike approaches resolution, management must then provide specific practices to be followed for each general area to facilitate post-strike operations. In-service training for all management personnel must also be provided.

15.0 Negotiations

Administrative members who will participate at the negotiations table should be chosen from the Contract Resource Team for the purpose of providing information on and clarification of the administrative package. The other members of the Resource Contract Team not participating at the table should be available to address concerns which may arise in their areas of management responsibility.

16.0 In-service Workshop/Contract Management

Since it is the responsibility of upper level management to protect management rights and to reduce problems in labor relations, an extensive workshop on the negotiated agreement is essential once the document has been ratified. This workshop should clarify the agreement language and provide a common interpretation of the contract provisions. The workshop should be a formal and should include the chief administrator and the district negotiator. Ample time should be provided to review and discuss fully the implementation and management of all provisions of the agreement with special emphasis on

new language and modifications of old language. The workshop should also provide procedural guidelines for grievance processing and for resolving other difficulties which may occur. Procedures for record maintenance should be reviewed, forms distributed, and the necessity of maintaining good records emphasized.

17.0 Implementation of Contract

Implementation implies sound contract management principles, many of which have been amplified in the delineation of the process model. Consistency in language interpretation and contract application by management is the essential element if successful and positive labor relations are to be facilitated without an erosion of management rights. Involvement of all management personnel utilizing this process will help to assure this consistency.

CHAPTER V
CONTINGENCY PLANNING FOR FACULTY STRIKES

Few public education institutions plan adequately for strikes. Many management personnel and board members assume "It won't happen here." They know strikes are often illegal, limited by state laws, or blunted by court action. Yet, strikes occur. And nothing indicates that strikes will go away.

To cope with a strike, management must have unanimity of purpose and a sense of direction - the essence of which is good planning. In addition, management must have a realistic attitude toward a strike. The American Association of School Administrators has noted:

> The name of the game in a work stoppage is "win." Sometimes this means "win" at all costs. Usually it means take whatever steps are necessary within the bounds of the law or community standards to bring pressure to bear on the board of education and administration; it means gain as favorable a settlement as possible within the shortest possible time. Occasionally, however, the win at all costs philosophy has resulted in tactics and strategies well outside those normally employed in negotiations and outside state laws, local ordinances and board of education policies.[7]

The first decision to be made by management is whether or not to accept a strike. If management does not want to face a strike, then management must be ready to accede to union demands. If management does not accede to the demands, then management must have a plan to handle the work stoppage.

Washington State Community College Strikes

Since the inception of the Community College Act of 1967, four Washington State Community College Districts have experienced strikes.

The four strikes are as follows:

District	Strike Year	Duration	Resolution
Seattle	1972	1 Day	Court Injunction
Tacoma	1973	9 Days	Impasse-Mediation
Green River	1974	8 Days	Board Ultimatum (Cancellation of Quarter or)
Olympic	1974	7 Days	Impasse-Mediation

A review of the specifics of the four strikes illustrates that strikes can happen and that contingency planning should be a definite part of administrative procedure in every district. However, in the Washington State Community College System very few districts have well-defined plans and few are willing to discuss the merits of them.

The checklist which follows was developed to aid educational institutions to foresee conditions and problems which may result from a faculty strike and to design an operations checklist which, if followed, should provide the basis for a comprehensive strike plan.

It should be remembered that any strike creates an environment which cannot be fully predicted. That environment may range from a low-key tranquil strike to one which is characterized by heated emotions and open hostility. Due to the fluidity of the strike environment and the range of diversity of institutions within the Washington State Community College System any plan developed should be flexible and adjustable as changes dictate.

Pre-Strike Planning

In the event of a strike an operational plan is needed which will allow the administration to communicate quickly and accurately to students, staff and the community. Everyone will want to know:

1. What they are to do;
2. Why decisions are made;
3. How to do certain things;
4. Where they are to be;
5. When they are expected to be there;
6. Who will be responsible for what.[8]

The Specific District Operations Checklist* if followed should provide all of the base information from which a strike plan could be developed.

SPECIFIC DISTRICT OPERATIONS CHECKLIST

Pre-Strike

____Check Board Policies

____Employee Duties

____Leave of Absence Policies

____Right to Withhold Pay of Striking Employees

____Right to Cut Off Fringe Benefit Payments

____Substitute Pay

____Termination of Organizational Rights (Dues, Deductions)

____Consider Revising Board Policies

____Substitute Pay for Part Time

____Emergency Employment of Personnel

____Extra Pay for Additional Duties During Strike

____Advise Board of Strike Possibility, Confirm Board Position on:

____Length of Strike Before Compromise

____Trying to Keep District Open

____Willingness to Close Down Operation if Necessary (Impasse)

____Establish Strike Committee

____Appoint Strike Coordinator

____Review Communications Procedures

____

*The content and format for the Checklist has been utilized for the past three years by the staff of the Illinois Association of School Boards.

_____Develop Plan for Pupil Instruction

_____Non-Striking Teachers

_____Substitutes

_____Retired Teachers

_____Emergency Substitutes

_____Administrators

_____Develop Plan for Emergency Services; Discuss Situation With:

_____Police

_____Fire Department

_____Telephone Company

_____Food Service

_____Plumbing Companies

_____Water and Power Company

_____Delivery Companies

_____Require Remittance of

_____Keys

_____Roll Book

_____Other (Specify)

_____Prepare Emergency Communications System

_____Telephone

_____Radio (2-way)

_____Courier Service

_____Alternate Unlisted Phones at all Facilities

_____Set Up Alternate System for Classified Services

_____Janitorial

_____Cafeteria

_____Secretarial

_____Mail

_____Sanitation

_____Printing

_____Set Up Anti-Sabotage Materials Control

_____A-V Materials

_____Duplication Capabilities

_____

_____Set Up Secretarial Pool

_____To Do Necessary Calling

_____To Type Memos and Communications

_____To Answer Community Questions

_____To Staff Offices When Needed

_____Communications Center

_____Hold Daily Meetings of All Administrative Staff to Brief on Progress and Procedures

_____Prepare Written Directives

_____Set Up a Telephone Net for Administrative Staff and Provide a Telephone Rumor Center Service so as to Alleviate Misinformation

_____Admissions/Student Personnel Services

_____Develop Plan for Refunding

_____Develop Plan for Drop

_____Develop Plan for Discontinuation of Quarter

_____Establish Police Protection

_____For Students Crossing Picket Lines

_____For Non-Strikers Crossing Picket Lines

_____For School Buildings

_____For Homes of District Officials

_____Disseminate Information to Administrators on Strike Procedure on a Need-to-Know Basis

Post-Strike

Post-strike management necessitates planning relative to the specific strike; however, as a settlement nears, the administration should consider specifying procedures that address the following issues:

- Notification of all parties on strike termination
- Method for minimizing differences between strikers and non-strikers
- Non-reprisal policy language
- Start-up methodologies
  - Total start-up, or
  - Phase-in
- Bookkeeping
  - Reinstitution of fringe benefits
  - Salary adjustments
  - Settlement allowance
- Calendar Concerns
  - State mandates
  - Local settlement modifications
- Press Release
- In-Service Training of all Administrators
  - Contract changes
  - Visibility
  - Disagreements among staff

One cannot over-emphasize that the administration must develop a method for focussing major attention on the educational program. Of major importance is the visibility of the immediate supervisor and his/her willingness to moderate minor issues before they become major concerns. Lastly, the immediate supervisor must refuse to discuss any of the issues related to the strike or any activities that occurred during the strike. A climate of educational renewal with education as the focal point must be predominant.

Afterword

The material and process presented in Chapters 1-5 in no way represent a panacea for developing a sound collective bargaining agreement from the management perspective. However, it does provide a methodology designed to unify and involve the management team. This emerging trend toward management team participation in decision-making is viewed as a key component for management to move toward an integrative bargaining mode that emphasizes the utilization of human relationship skills with employee organizations.

GLOSSARY OF COLLECTIVE BARGAINING TERMS

9

Arbitration - Method of deciding a controversy under which parties to the controversy have agreed in advance to accept the award of a third party. Arbitration may be advisory or binding.

Checkoff - Arrangement under which an employer deducts from pay of employees the amount of union dues and turns over the proceeds to the treasurer of the union.

Closed Shop - Arrangement between an employer and a union under which only members of the union may be hired. See Union Shop.

Collective Bargaining - A method of determining conditions of employment by the negotiation between representatives of the employer and union representatives of the employees. The results of the bargaining are set forth in a collective bargaining agreement. Collective bargaining, which determines conditions of employment for all workers in a bargaining unit, is to be distinguished from individual bargaining, which applies to negotiations.

Collective Bargaining Contract - A written agreement or contract that comes out of negotiations between an employer or a group of employers and a union. It sets out the conditions of employment (wages, hours, fringe benefits, etc.) and ways to settle disputes arising during the term of the contract. Collective bargaining agreements usually run for a definite period--one, two, or three years.

Conciliation - Efforts by third party toward the accomodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Confidential Employee. The term "confidential employee" shall mean any employee who is engaged in personnel work in other than a purely clerical capacity, who has access to information subject to use by the Board or its representatives in collective bargaining or employee relations, or who participates in collective bargaining or employee relations on behalf of the Board or its representatives.

Escalator Clause - Clause in collective bargaining contract requiring wage or salary adjustments at stated intervals in a ratio to changes in the Consumer Price Index (CPI).

Fact-Finding Boards - Agencies appointed, usually by a government official, to determine facts and make recommendations in major disputes.

Fringe Benefits - Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Glossary of Collective Bargaining Terms, cont'd

Grievance - A formal complaint usually lodged by an individual but sometimes by the union or management, concerning interpretation or application of a collective bargaining contract or traditional work practices. The method of dealing with individual grievances is through a grievance procedure negotiated in the union contract. If a grievance cannot be settled at the supervisory level, it is appealed to ever higher levels of management authority with the last avenue of appeal being grievance arbitration in most cases.

Grievance Procedure - A method of dealing with a complaint made by an individual or by union or management that allows the work place to continue operating without interruption. The complaint concerns an alleged violation, misinterpretation, or misapplication of a contract. The procedure generally provides for discussions of the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

Impasse - That point in negotiations at which either party determines that no further progress can be made toward reaching an agreement. In the public sector, impasses are often resolved by the intervention of a neutral third party, such as a mediator, fact-finder, or an arbitrator.

Independent Union - Local labor organization not affiliated with a national organized union; union not affiliated with a national federation of unions.

Maintenance of Membership - Union-security agreement under which employees who are members of a union on specified date, or thereafter become members, are required to remain members during the term of the contract as a condition of employment.

Management-Rights Clause - Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Mediation - Offer of good offices to parties to a dispute as an equal friend of each; differs from conciliation in that mediator makes proposals for settlement of the dispute that have not been made by either party.

Meet and Confer - A particular labor-management relationship which gives public employees the right to organize and make recommendations to management but gives management the right to make the ultimate decision on terms and conditions of employment.

Recognition - The designation granted to an employee organization recognized or certified by the Board as the representative of the employees in an appropriate bargaining unit. Exclusive recognition gives the certified organization the right to arrive at collective agreements with management that apply to all employees of the unit and prohibits the employer from negotiating with any other union.

GLOSSARY OF LABOR TERMS (continued)

Reopener Clause - A provision in a collective bargaining agreement which states the time and circumstances under which certain parts of the agreement, usually wages, can be renegotiated before the agreement expires. A reopener clause usually provides for renegotiation at the end of a given time period.

Savings Clause - A collective bargaining agreement may also incorporate a savings clause so that if part of the agreement is held to be invalid or unenforceable, the rest of the contract will remain in effect.

Union Shop - A provision in a collective bargaining agreement in which the employer may hire anyone he chooses, but in which all workers must join the union within a specified period of time after being hired (typically 30 days) and must retain membership as a condition of continued employment. The courts have refined this obligation to mean only paying the normal dues and fees that a union member would pay.

Zipper Clause - A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because he must make his decision based only on the contents of the written agreement.

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